

ANNEXURE D

JBCC General Preliminaries



GENERAL PRELIMINARIES

The Joint Building Contracts Committee® - NPC

General Preliminaries

Edition 6.2 – May 2018

JBCC®

EXPLANATORY NOTES AND INSTRUCTIONS

Introduction

The Joint Building Contracts Committee (JBCC®) has compiled the JBCC® General Preliminaries in the interest of standardisation of documentation and good practice in the building industry. The document generally covers all aspects of preliminaries for most types of projects and should consequently simplify the procurement for and the administration of building projects and produce economic advantages to all concerned. Users should note that the JBCC® General Preliminaries has been specifically formulated for use with the May 2018 edition of the JBCC® agreements (PBA and NSSA Edition 6.2, MWA Edition 5.2)

How the document is structured

The JBCC® General Preliminaries is part of the building agreement and subcontract documentation to be referred to in the priced document. It is intended that the JBCC® General Preliminaries (May 2018) be used by reference only in the preparation of the priced document. The project specific preliminaries comprises the following:

- Section A** A recital of the headings of the individual clauses in the JBCC® Principal Building Agreement (PBA), JBCC® N/S Subcontract Agreement (NSSA) or JBCC® Minor Works Agreement (MWA). Modifications to the standard clauses should be avoided. Amendments, modifications, corrections or supplements to the aforementioned agreements may be recorded in the space provided in the relevant JBCC® Contract Data or against the relevant clause numbers in this section
- Section B** A recital of the headings of the individual clauses in the JBCC® General Preliminaries. Changes to the standard clauses should be avoided. Any modifications should be recorded against the relevant clause numbers in this section
- Section C** Any special clauses to meet the particular circumstances of a specific project are embodied in this section

The JBCC® agreements are for use with or without bills of quantities. This brings a consistency in the contractual language used and the administrative procedures required in building agreements

Preface to the project specific preliminaries

- 1 The project specific preliminaries of the priced document should contain the following introduction: "The JBCC® General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC® Principal Building Agreement Edition 6.2 / JBCC® N/S Subcontract Agreement Edition 6.2 / JBCC® Minor Works Agreement Edition 5.2 shall be deemed to be incorporated in these bills of quantities / this lump sum document, amended as hereinafter described

The contractor is deemed to have referred to such document for the full intent and meaning of each clause

The clauses in the document are hereinafter referred to by clause number and heading only

Where standard clauses or alternatives are not entirely applicable to the agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the JBCC® General Preliminaries (May 2018)"

- 2 Clauses marked with an asterisk (★) are optional clauses or clauses requiring information relating to the specific project, selection and details of which are to be included in the JBCC® Contract Data

- 3 Where clauses are not used for the specific project these should nevertheless be listed in the preliminaries of the bills of quantities / project specific preliminaries of the lump sum document but marked "Not applicable" or "N/A"

Disclaimer

While the Joint Building Contracts Committee aims to ensure that its publications represent best practice, the Joint Building Contracts Committee does not accept or assume any liability or responsibility for any events or consequences which derive from the use of the General Preliminaries

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GENERAL PRELIMINARIES

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1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

A word or phrase in bold type in the **JBCC**® General Preliminaries shall have the meaning assigned to it in the definitions listed in the **JBCC**® Principal Building Agreement, the **JBCC**® N/S Subcontract Agreement or the **JBCC**® Minor Works Agreement as the case may be. A word or phrase not in bold type shall be interpreted in the context of its usage

The **JBCC**® General Preliminaries applies with the necessary changes made to the **JBCC**® N/S Subcontract Agreement

1.2 Interpretation

- 1.2.1 In the **JBCC**® General Preliminaries, unless inconsistent with the context, the words “accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, instruct, issue, list, **notice**, notify, object, record, reduce, refuse, request, state” and their derivatives, require such acts to be in writing
- 1.2.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and a person includes juristic or artificial persons
- 1.2.3 The headings of clauses are for information only and shall not be used in interpretation
- 1.2.4 Documents and legislation referred to in the **JBCC**® General Preliminaries shall mean the current edition thereof with all amendments thereto at the date of submission of the tender unless otherwise stated
- 1.2.5 Clauses marked with an asterisk (★) are optional clauses or clauses requiring information relating to the specific project, selection and details of which are to be included in the **JBCC**® Contract Data

2.0 DOCUMENTS

2.1 Checking of documents

The tenderer shall check the numbers of the pages of the tender documents and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the intent or meaning of any description, or where the **agreement** contains any obvious errors, the tenderer shall give **notice** to the **principal agent** forthwith thereof and the **principal agent** shall promptly give a written directive

2.2 ★ Provisional bills of quantities

The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to remeasurement

2.3 ★ Availability of construction information

Where the **construction information** for the **works** is incomplete and will only be completed during the **construction period** the **contractor** and **principal agent** shall work together to identify the requirements for the provision of **construction information**. The **contractor** and **principal agent** shall agree the dates that are reasonable by when the **contractor** is to be provided with each outstanding item of the **construction information** in terms of the **programme**

The **contractor** and **subcontractor** shall agree dates by when the **subcontractor** is to be provided with each item of the outstanding information in terms of the **programme**

2.4 Ordering of materials and goods

Should the **contractor** use the quantities in the **priced document** for the ordering of **materials and goods**, the **contractor** does so at his own risk

3.0 PREVIOUS WORK AND ADJOINING PROPERTIES

3.1 ★ Previous work - dimensional accuracy

In successive contracts the **contractor** shall within ten per cent (10%) of the initial **construction period** or twenty (20) **working days** after taking possession of the **site**, whichever is the lesser, check the existing levels, lines, profiles and the like affecting the **works** and satisfy himself as to the dimensional accuracy of work previously executed. The **contractor** shall forthwith give **notice** to the **principal agent** and request a **contract instruction** regarding any dimensional inaccuracy found in work previously executed

3.2 ★ Previous work - defects

In successive contracts the **contractor**, on becoming aware of a **defect** in work previously executed which affects the **works**, shall forthwith give notice to the **principal agent** and request a **contract instruction** regarding such a **defect**

3.3 ★ Inspection of adjoining properties

Before commencing the **works** the **principal agent** and the **contractor** shall arrange with the owners of adjacent buildings and properties and representatives of local authorities to inspect, inter alia, the buildings, structures, pavings, kerbs, channels and fences. The **contractor** shall record all conditions that the **works** could affect and copy the **principal agent** accordingly. The **contractor** shall pay particular attention to cracks, **defects** and existing levels related to structures, pavings, kerbs, channels and fences which later could be claimed to have been caused or disturbed by the **works**

Where instructed by the **principal agent**, levels and photographs shall be taken by the **contractor** and the cost thereof shall be for the **employer's** account. Certified copies shall be lodged with the **principal agent**

4.0 THE SITE

4.1 ★ Handover of site in stages

Handover of the **site** to the **contractor** is to be done in stages

4.2 ★ Enclosure of the works

The **contractor** shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the protection of the public and others. Specific hoarding requirements are described in the **contract data**

4.3 ★ Geotechnical and other investigations

Information relating to geotechnical and/or other investigations are recorded in the **contract data** or issued with the **agreement**

4.4 Encroachments

The **contractor** shall give **notice** to the **principal agent** within ten per cent (10%) of the initial **construction period** or twenty (20) **working days** after taking possession of the **site**, whichever is the lesser, if any encroachments of adjoining buildings, structures, pavements, boundaries, services, etc exist in order that the necessary arrangements may be made for the rectification of any encroachments

4.5 ★ Existing premises occupied

Existing premises will be in use and occupied during the execution of the **works**. The **contractor** shall execute the works in a manner to cause the least interfere with the general routine of the occupants of the premises and minimise any nuisance from dust, noise or other causes with due regard for the safety of the occupants

4.6 ★ **Services - known**

All known existing services are described in the **contract data** indicating whether such services are to be terminated, diverted or continued in use either temporarily or permanently

5.0 **MANAGEMENT OF CONTRACT**

5.1 **Management of the works**

The **contractor** is responsible for the management of the sequence for carrying out of the **works** to avoid, inter alia, subsequent cutting or patching of finished work

5.2 **Progress meetings**

The **principal agent** and **contractor** shall hold meetings related to the progress of the **works** at regular intervals and at such other times as may be necessary. **Subcontractors** shall not be present at progress meetings unless specifically requested by the **contractor** or **principal agent**. The **principal agent** shall record and distribute the minutes of the meetings

5.3 **Technical meetings**

At the instance of the **principal agent** or the **contractor**, meetings shall be held to deal with technical and **subcontractors'** coordination matters

6.0 **SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS**

6.1 **Samples of materials**

The **contractor** shall furnish at his cost samples of materials and specimens of finishes as may be called for by the **principal agent** for his approval

6.2 **Workmanship samples**

The **principal agent** may instruct the **contractor** to furnish samples of workmanship for his approval. Where the **principal agent** requires an assembly of various elements of the building or installation which is not incorporated in the **works**, the **contractor** shall arrange such an assembly at the **employer's** expense. The **contract value** shall be adjusted accordingly

6.3 **Shop drawings**

Shop drawings are drawings, diagrams, designs, illustrations, schedules, performance charts, brochures, setting out drawings, shop details and other data which are prepared by the **contractor**, **subcontractor**, manufacturer, supplier or distributor which illustrate manufacturing details and methods of execution of work

Only shop drawings and/or samples submitted for review shall be considered by the **principal agent**. The **principal agent's** approval of shop drawings and/or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the **agreement**. The **principal agent** may refer shop drawings and/or samples to the relevant **agent** for revision and/or approval

Where shop drawings are called for:

6.3.1 The **contractor** shall:

- Prepare or ensure that a **subcontractor**, manufacturer, supplier or distributor prepares shop drawings at his/their own expense
- Submit two (2) copies of shop drawings to the **principal agent** for approval
- Allow the **principal agent** reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the **principal agent**
- Ensure that shop drawings conform to the dimensions of built work

- Submit two (2) copies of the approved shop drawings to the **principal agent** for his use and for use in the **works**
- Ensure that work is not executed from shop drawings that have not been approved by the **principal agent** and/or **agents**
- Not be entitled to payment for elements of the **works** (for example steel roof truss components such as members, gussets, connection plates and the like) for which shop drawings may have been approved by the **principal agent** and/or the relevant **agent** but which are in excess of the design parameters stipulated by the relevant agent. Payment shall be based on the design parameters stipulated by the relevant **agent**

6.3.2 **The principal agent shall:**

- Check timeously the shop drawings submitted by the **contractor**
- Give **notice** to the **contractor** timeously where shop drawings are approved or are to be revised and resubmitted

6.4 **Compliance with manufacturer's instructions**

The **contractor** shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions

7.0 **DEPOSITS AND FEES**

7.1 **Deposits and fees**

The **contractor** shall arrange for and pay all deposits, fees and charges according to law, regulation or bylaw of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossings, permission for the suspension of parking facilities and the like

8.0 **TEMPORARY SERVICES**

8.1 **★ Water**

The **employer** does not warrant that any water supply that may exist is adequate for the proper execution of the **works**. Where such supply is inadequate, the **contractor** shall provide an adequate supply at his own expense. Water for the **works**, as stated in the **contract data** shall be provided by:

8.1.1 **Option A**

The **contractor** including necessary temporary plumbing

8.1.2 **Option B**

The **employer** free of charge to the **contractor**. The **contractor** shall connect to the existing water supply at approved points and execute any necessary temporary plumbing

8.1.3 **Option C**

The **employer** to the **contractor**. The **contractor** shall connect to the existing water supply at approved points, supply and install meters and execute any necessary temporary work. The **employer** shall meter the consumption and invoice the **contractor** for payment thereof

8.2 **★ Electricity**

The **employer** does not warrant that any electricity supply that may exist is adequate for the proper execution of the **works**. Where such supply is inadequate, the **contractor** shall provide an adequate supply at his own expense. Electricity for the **works**, as stated in the **contract data** shall be provided by:

8.2.1 **Option A**

The **contractor** including necessary temporary installation work

8.2.2 **Option B**

The **employer** free of charge to the **contractor**. The **contractor** shall connect to the existing electricity supply at approved points and execute the necessary temporary installation

8.2.3 **Option C**

The **employer** to the **contractor**. The **contractor** shall connect to the existing electricity supply at approved points, supply and install meters and execute necessary temporary work. The **employer** shall meter the consumption and invoice the **contractor** for payment thereof

8.3 **★ Ablution and welfare facilities**

Ablution and welfare facilities, as stated in the **contract data** shall be provided for the use of all persons on the **site** by:

8.3.1 **Option A**

The **contractor** who shall maintain such facilities in a thoroughly clean and tidy condition

8.3.2 **Option B**

The **employer** who shall permit the use of existing facilities. The **contractor** shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense

8.4 **★ Communication facilities**

Communication facilities, as stated in the **contract data**, shall be provided by the **contractor** who shall be entitled to recover usage costs from the users thereof

9.0 **PRIME COST AMOUNTS**

9.1 **Responsibility for prime cost amounts**

All **prime cost amounts** are for **materials and goods** delivered to the **site**. The **priced document** shall make provision for the **contractor** to separately price for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, unpacking, storing, hoisting and fixing of such **materials and goods**. The **contractor** shall check the quantity and condition of all **materials and goods** on taking delivery as any **materials and goods** subsequently found missing or damaged shall be replaced at the **contractor's** expense

10.0 **ATTENDANCE ON SUBCONTRACTORS**

10.1 **General attendance**

General attendance duties of the **contractor** are listed in clause 12.2 of the **JBCC®** N/S Subcontract Agreement

10.2 **Special attendance**

The **priced document** shall make provision for the **contractor** to separately price for special attendance on each **subcontractor**. Special attendance such as unloading, storing, placing in position, providing special power supplies, specific hoisting, use of cranes and scaffolding requirements, provision of temporary casing and/or other specific protection of the **works**, special security and clearing away rubbish are described in detail in the **priced document**

11.0 GENERAL

11.1 ★ Protection of the works

Where specific protection of the **works** is required this shall be described in the **contract data**

11.2 ★ Protection/isolation of existing works and works occupied in sections

The **contractor** shall provide all reasonable temporary measures to protect/isolate the existing and/or **sections** of the occupied **works** and remove such measures on **practical completion**

11.3 Security of the works

The **contractor** shall take all appropriate measures for general security of the **works**

11.4 Notice before covering work

The **contractor** shall give adequate **notice** to the **principal agent** whenever any work or material such as foundations, plumbing, drainage and the like which is subject to inspection or remeasurement is to be covered or concealed in any way. In default of such a **notice** being received timeously by the **principal agent** such work shall be exposed and later made good at the **contractor's** expense

11.5 ★ Disturbance

The **contractor** shall execute the **works** with a minimum of disturbance to adjoining premises, any parts of the **works** already handed over and the occupants of those premises and/or parts

11.6 ★ Environmental disturbance

The **contractor** shall execute the **works** without any unreasonable adverse effect on the environment

11.7 Works cleaning and clearing

The contractor shall regularly clean and clear away all rubbish and excess materials as the works proceed and leave the works in a clean and satisfactory state for use and occupation in terms of the **agreement**

11.8 Vermin

The **contractor** shall take all necessary precautions to keep the **works** and the **site** free from vermin and shall leave the **works** vermin-free on completion

11.9 Overhand work

No provision has been made for overhand work. Where necessary, the **contractor** shall make his own arrangements with the owners of adjoining properties to execute such work

11.10 Tenant installations

On **practical completion** of a **section** of the **works** and where the **principal agent** instructs that tenant installation work is to be executed by others, then:

11.10.1 The **contractor** shall allow reasonable access

11.10.2 The **contractor** shall not receive any mark-up for overheads and profit on any omissions in this regard. Claims for loss of profit shall not be entertained

11.10.3 The **principal agent** shall carry out an inspection of such areas where tenant installation work is to be executed and record the state of completion and issue a list of **defects** pertaining to such areas

11.11 Advertising

All advertising rights on the **site** and the hoardings are reserved exclusively for the **employer**